

STATE OF CALIFORNIA-DEPARTMENT OF TRANSPORTATION

BID PROPOSAL FOR UNIT BID ITEMS

ADM-1509 (7/97) Pg. 1 of 2

**PROPOSAL TO THE STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

APPROXIMATE MAGNITUDE OF WORK

\$ 314,000.00**For: REMOVE AND REPLACE VIDEO DETECTION SYSTEM**

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; and the bidder has carefully examined the proposed form of contract and the plans therein referred and the bidder proposes and agrees, if this proposal is accepted, that the bidder will contract with the State of California to provide all necessary labor, materials, tools or equipment and to do all the work specified in the contract, in the time and manner therein prescribed, and that the bidder will take full payment therefore the following unit prices:

Item No.	Cost Code	Item	Unit of Measure	Estimated Quantity	Unit Price (In Figures)	Item Total (In Figures)
1	120100	TRAFFIC CONTROL SYSTEM	LS	LS	16000	16000
2	130100	JOB SITE MANAGEMENT	LS	LS	1000	1000
3	872130	MODIFYING EXISTING ELECTRICAL SYSTEM	LS	LS	296000	296000
Total					\$313,000.⁰⁰	

1. If the bidder is awarded the contract and refuses to execute the contract forms presented for signature within the time and manner required, the bidder will be liable to the Department of Transportation for actual damages resulting to the Department therefrom or 10% of the amount bid, whichever is less. Should the bidder fail to pay these damages, the Department may list the bidder as in default and ineligible to bid future Department projects.


2. The bid of any Contractor who is currently in default with the Department on a contract already awarded may be regarded as non-responsive and may be rejected. Default is defined as being within a period of liquidated damages on uncompleted work or under notice to begin or complete a contract where work has not commenced within the time limit set forth in that notice or was suspended without valid cause, or failure to perform the required work in a manner satisfactory to the Engineer.

BUSINESS NAME (PRINT OR TYPE)

California Professional Engineering, Inc

DATE

05/06/2019

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION BID PROPOSAL FOR UNIT BID ITEMS ADM-1509 (7/97) Pg. 2 of 2			
BY (MUST BE SIGNED BY AUTHORIZED PERSON)		TITLE President	
		BUSINESS PHONE 626-810-1338	
BUSINESS ADDRESS (STREET/P.O. BOX, CITY, STATE) 929 Otterbein Ave Unit E La Fuente, CA 91748		ZIP 91748	BUSINESS FAX 626-810-1322
SMALL BUSINESS CERTIFICATION NO.: 31277	STATE CONTRACTOR'S LICENSE BOARD LICENSE NO.: 793907	STATE CONTRACTOR'S LICENSE BOARD LICENSE CLASSIFICATION: A, C-10	FED I.D. NO. / SOC. SEC. NO.: 
DEPARTMENT OF INDUSTRIAL RELATIONS REGISTRATION NUMBER.: 1000001980			

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DES-OE-0102.2C (REV.03/2015)

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STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
CERTIFIED DVBE SUMMARY
 DES-OE-0102.5 (REV 12/2010)

DISTRICT-COUNTY-ROUTE: 09 - 1040 - 168, 395
 CONTRACT NO.: 09A0754
 TOTAL BID: \$313,000.00
 BID OPENING DATE: 05/06/2019
 BIDDER'S NAME: California Professional Engineering, Inc
 DVBE PRIME CONTRACTOR CERTIFICATION¹ N/A

Bid Item Number	Description of Work to be Subcontracted to DVBE or Materials to be Supplied by DVBE ²	For Caltrans Only	DVBE (Name, Telephone No., and Certification No.)	\$ Amount
1	Traffic Control		Mallard Construction, Inc. 657-291-5014 DVBE Reference No. 1748928	\$16,000.00
Names of first tier DVBE subcontractors and their items of work listed must be consistent with the names and items of work in the Subcontractor List (Pub Cont Code § 4100 et seq.) submitted with the bid. Identify second and lower tier subcontractors on this form.				Total Claimed Participation \$ <u>16,000.00</u> <u>5</u> %

- DVBE prime contractors must enter their DVBE reference number or their DBA name as listed with Department of General Services (DVBE prime contractors are credited with 100 percent DVBE participation and need not complete the above table).
- If 100% of an item is not performed or supplied by the DVBEs, describe the exact part, including the planned location of work to be performed, of item to be performed or supplied by DVBE.
- The bidder's DVBE information shall include the names of DVBE firms and/or DVBE joint venture partners to be used, that will participate, with a complete description of work or supplies to be provided by each, the dollar value of each DVBE transaction, and a written confirmation on company letterhead from the DVBE that it is participating in the contract. A copy of the DVBE's quote will serve as written confirmation that the DVBE is participating in the contract.

Signature of Bidder

626-810-1338

(Area Code) Telephone Number

Van Nguyen

Contact Person

(Type or Print)

05/06/2019

Date



MALLARD CONSTRUCTION INC.

A DVBE UNION CONTRACTOR - Laborer's Local # 1184

a DVBE Company DGS CERT # 1748928 CSLB # 826607 LIC CLASS B, C-31, C-32, D-06, D-38, D-42, D-64
320 W. Freedom Ave. Orange, CA 92865
Ph. (657) 291-5014 Fax (657) 202-1600
E-MAIL: hanin@mallardinc.com

Agency: CALTRANS

Project: 09A0754 IN INYO COUNTY AT VARIOUS LOCATIONS.

Bid Date: 5/07/2019

Addenda Noted: 0
DIR Number: 1000007027
Estimator: HANIN S
Cell Phone: 714-408-0047
Quote No: 19- 599 HS

Item No.	Item Code	Item Description	Rate																																														
1	120100	Traffic Control System																																															
	1	Single Lane, 1 Direction, 1 Location (or) Shoulder closure, 2 Laborers (Up to 8 Hours) see note 1 (a,b,c,d).	\$ 1,525.00																																														
		Two Lane, 1 Direction, 1 Location, 2 Laborers (Up to 8 Hours) see note 1 (a,b,c,d).	\$ 1,625.00																																														
		Three Lane, 1 Direction, 1 Location, 2 Laborers (Up to 8 Hours) see note 1 (a,b,c,d).	\$ 1,725.00																																														
		Complete Freeway Closure, 1 Direction, 2 Laborers (Up to 8 Hours) see note 1 (a,b,c,d).	\$ 1,825.00																																														
	2	Ramp Closure: 1 to 4 Ramp Maximum with 2 Laborers (Up to 8 Hours) see note 1 (a,b,c,d). (No Charge for Ramp Closure within Closed Lane) Additional Closure (of equal or lesser value) performed by the same crew during any work shift will be charged at 50%	\$ 1,525.00																																														
	3	2 Man Flagging Operation (Up to 8 Hours) see note 1 (c,d).	\$ 1,525.00																																														
		2 Man Flagging Operation ((Up to 8 Hours) see note 1 (c,d),) with 1 set of rumble stripes.	\$ 1,975.00																																														
	4	3 Man Pilot Car ((Up to 8 Hours) see note 1 (c,d),) (Includes 2 Flaggers, 1 truck with a driver and equipment).	\$ 2,100.00																																														
	5	Attenuator Truck W/ Driver ((Up to 8 Hours) see note 1 (c,d),) plus - \$ 0.49 per mile charge)	\$ 1,100.00																																														
	6	Additional Laborers (Up to 8 Hours) see note 1 (d).	\$ 680.00																																														
	Note 1.	a- Please note that Each Truck with a two man operation will have the following Equipment - 200 Night Cones, up to Two Arrow boards, Up to 12 EA Rollup Signs on Stands, 2 flashing Beacons Only and up to 10 Ea. Type II Barricades. Any additional equipment / material will be charge at Caltrans Rates) b- Each Additional Lane within the same closure (comes with 100 night cones, 1 arrow board, up to 6 each rollup signs on stand, 2 flashing Beacons Only and up to 5 Each Type II Barricades. Any additional equipment / material will be charge at Caltrans Rates) c- Mallard Construction reserves the right to request a secure parking location for its Traffic Control Vehicle within the Contractor Job site yard. Parking to be provided to crew upon arrival to secure pricing d- Crew is billed portal to portal from Mallard Construction Inc. yard, (320 W. Freedom ave. Orange, CA 92865), for weekly move in & move out. During working week crew time starts and end- from local hotels. Driving time rate = \$95.00 per man per hr. Over Time Rates <table><tr><td>overtime (after 8 hours (time and half)) :</td><td>per hour per person</td><td>\$ 110.00</td></tr><tr><td>doubletime (after 12 hours) / Holiday rates</td><td>per hour per person</td><td>\$ 140.00</td></tr></table> Note: After 8 Hours on a Saturday or Sunday overtime rate will be charged at doubletime rate (\$ 140.00) per hour per person. RENTAL RATES (In conjunction with traffic control): <table><tr><td>1</td><td>PCMS (number of units based on availability).</td><td></td><td></td></tr><tr><td></td><td>Daily</td><td>Each</td><td>\$ 225.00</td></tr><tr><td></td><td>Weekly</td><td>Each</td><td>\$ 400.00</td></tr><tr><td></td><td>Monthly</td><td>Each</td><td>\$ 1,100.00</td></tr><tr><td></td><td colspan="3">Plus delivery charge (negotiated) per unit unless used by Mallard Construction Inc forces, must give 30 days notice.</td></tr><tr><td>2</td><td>Arrow board</td><td></td><td></td></tr><tr><td></td><td>Daily</td><td>Each</td><td>\$ 75.00</td></tr><tr><td></td><td>Weekly</td><td>Each</td><td>\$ 220.00</td></tr><tr><td></td><td>Monthly</td><td>Each</td><td>\$ 550.00</td></tr><tr><td></td><td colspan="3">Plus delivery charge (negotiated) per unit unless used by Mallard Construction Inc forces.</td></tr></table>		overtime (after 8 hours (time and half)) :	per hour per person	\$ 110.00	doubletime (after 12 hours) / Holiday rates	per hour per person	\$ 140.00	1	PCMS (number of units based on availability).				Daily	Each	\$ 225.00		Weekly	Each	\$ 400.00		Monthly	Each	\$ 1,100.00		Plus delivery charge (negotiated) per unit unless used by Mallard Construction Inc forces, must give 30 days notice.			2	Arrow board				Daily	Each	\$ 75.00		Weekly	Each	\$ 220.00		Monthly	Each	\$ 550.00		Plus delivery charge (negotiated) per unit unless used by Mallard Construction Inc forces.		
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	Weekly	Each	\$ 220.00																																														
	Monthly	Each	\$ 550.00																																														
	Plus delivery charge (negotiated) per unit unless used by Mallard Construction Inc forces.																																																

3	Rumble stripe (in conjunction with traffic control only)		
	Daily (per 8hrs. shift)	Each set	\$ 350.00
	Weekly	Each set	\$ 850.00
	Monthly	Each set	\$ 2,400.00
	Number of units based on availability, must give 30 days notice.		
*			
	Per Diem	per man per day	\$ 125.00
	Cancellations Policy:		
	4 Hrs. prior to Show up		No Charge
	Show up time Per Person		4 Hour minimum
	Set up of Freeway / Ramp Closure		Total man hours (portal to portal)
	Hourly Rate for above cancellations will be charge at \$ 85.00 Per Hour & \$ 20.00 per hr. for Truck.		

Inclusions/Exclusions:

- A. A minimum of 15 working days prior notification is required for each move-in. two move ins are included with construction area signs (one for installation and one for removal). Traffic control is rated at a day by day bases.
- B. Contractor need to add per diem at \$125.00 per man per day for job sites located farther than 75 miles from Mallard Construction Inc. yard (320 W. Freedom Ave. Orange, CA 92865). This rate subjected to change based on our union rates.
- C. Crew is billed portal to portal from Mallard Construction Inc. yard (320 W. Freedom ave. Orange, CA 92865), for weekly move in & move out. Once on job site crew time starts and end from the hotel.
- D. Exclude any concrete / asphalt work of any kinds.
- E. The following materials and services are included in this quote: Traffic Control Services [Yes], Construction Area Signs [No]
- F. Mallard Traffic Control will need approximately one hour for set up time and one hour for pick up closure.
- G. Any time after 8 hours will be charged to the contractor as overtime at the rate of \$ 110.00 per person per hour.
- H. Contractor is liable for lost or damaged equipment removed or relocated by contractor forces.
- I. If there are any issues or concerns regarding Mallard Construction Traffic Control product or work, Contractor Shall promptly notify and give Mallard Const. first opportunity to correct any such problems.
- J. Estimate is good for 60 calendar days from the bid date
- K. No Retention held for Traffic Control or Rental Equipment.
- L. Contractor to provide monthly progress payments for all completed work in accordance with the bid pricing schedule. Monthly payments must be received in full by Mallard Const. no later than 10 calendar days after the Contractor receives payment from Owner for our completed work. Delinquent payments will be subject to the highest interest rate allowed by law.
- M. No Retention is to be held for Traffic Control or Rental Equipment.
- N. If contractor delays the completion time the contractor will add an equal number of days to the project completion dates to Mallard Construction, Inc. without any liquidated damages.

O. All contracts must be written to our legal corporate name "Mallard Construction, Inc."

- P. Mallard Const. requires a written contract, purchase order or signed quote prior to the start of work.
- Q. Any required Testing, Engineering, Design, Permits, Licenses or Applications, and the like to be provided by others.
- R. Mallard Const. requires fifteen (15) working days notice prior to commencement of any production activity. If any of Mallard Const. work will be a controlling operation on the critical path of this project, Mallard Const. must be notified in writing prior to execution of the Subcontract Agreement and provided with a CPM schedule which details this work. Failure to provide this information will waive the Contractor's right to recover liquidated damages from Mallard Const. for this work.
- S. All changes to the original scope of work or proposed extra work must be directed by the Contractor in writing prior to Mallard Const. performing this work.
- T. For the purpose of this Subcontract Quotation one (1) move-in is considered to be: a period of consecutive eight (8) hour days of continuous work, not including weekends and holidays. Any discontinuities in this period, other than weekends and holidays, or for our own convenience, will be charged as an additional move-in at the Addition Move-In Charge as quoted herein.
- U. Mallard Const. must receive a letter of intent to award us the subcontract no later than (30) calendar days after bid date or this Subcontract Quotation becomes null and void.
- V. Exclude unforeseen conditions.
- W. Exclude permits, fees, and plan fees.
- X. Exclude covering, uncovering and maintaining signs that requires covering or uncovering.

Y. This Inclusions/Exclusions shall become a part of any and all subcontract agreements and / or purchases orders.

Submitted by: Hanih Shteiwyeeen - Estimator - Mallard Construction, Inc.

I hereby accept all terms and conditions of this proposal and that this proposal will be incorporated into all contract agreements

Signature: _____ Print Name: _____

Company: _____ Position: _____

STATE OF CALIFORNIA -- DEPARTMENT OF GENERAL SERVICES PROCUREMENT DIVISION
DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS

STD. 843 (Rev. 5/2006)

Instructions: The disabled veteran (DV) owner(s) and DV manager(s) of the Disabled Veteran Business Enterprise (DVBE) must complete this declaration when a DVBE contractor or subcontractor will provide materials, supplies, services or equipment [Military and Veterans Code Section 999.2]. Violations are misdemeanors and punishable by imprisonment or fine and violators are liable for civil penalties. All signatures are made under penalty of perjury.

SECTION 1

Name of certified DVBE: Harland Construction DVBE Reference Number: 1748922
Description (materials/supplies/services/equipment proposed): Traffic Control
Solicitation/Contract Number: 09A0754 SPCRS Reference Number: _____

SECTION 2

(FOR STATE USE ONLY)

APPLIES TO ALL DVBEs. Check only one box in Section 2 and provide original signatures.

- ☒ I (we) declare that the DVBE is not a broker or agent, as defined in Military and Veterans Code Section 999.2 (b), of materials, supplies, services or equipment listed above. Also, complete section 3 below if renting equipment.
- ☐ Pursuant to Military and Veterans Code Section 999.2 (f), I (we) declare that the DVBE is a broker or agent for the principal(s) listed below or on an attached sheet(s). (Pursuant to Military and Veterans Code 999.2 (e), State funds expended for equipment rented from equipment brokers pursuant to contracts awarded under this section shall not be credited toward the 3-percent DVBE participation goal.)

All DV owners and managers of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

Samuel D. Mullin [Signature] 5/6/19
(Printed Name of DV Owner/Manager) (Signature of DV Owner/Manager) (Date Signed)

(Printed Name of DV Owner/Manager) (Signature of DV Owner/Manager) (Date Signed)

Firm/Principal for whom the DVBE is acting as a broker or agent:
(If more than one firm, list on extra sheets.)

Firm/Principal Phone: 760-596-1645 Address: 320 W. Freedom Court LA 92865
(Print or Type Name)

SECTION 3

APPLIES TO ALL DVBEs THAT RENT EQUIPMENT AND DECLARE THE DVBE IS NOT A BROKER.

- ☒ Pursuant to Military and Veterans Code Section 999.2 (c), (d) and (g), I am (we are) the DV(s) with at least 51% ownership of the DVBE, or a DV manager(s) of the DVBE. The DVBE maintains certification requirements in accordance with Military and Veterans Code Section 999 et. Seq.
- ☒ The undersigned owner(s) own(s) at least 51% of the quantity and value of each piece of equipment that will be rented for use in the contract identified above. I (we), the DV owners of the equipment, have submitted to the administering agency my (our) personal federal tax return(s) at time of certification and annually thereafter as defined in Military and Veterans Code 999.2, subsections (c) and (g). Failure by the disabled veteran equipment owner(s) to submit their personal federal tax return(s) to the administering agency as defined in Military and Veterans Code 999.2, subsections (c) and (g), will result in the DVBE being deemed an equipment broker.

Disabled Veteran Owner(s) of the DVBE (attach additional pages with signature blocks for each person to sign):

Samuel D. Mullin [Signature] 5/6/19
(Printed Name) (Signature) (Date Signed)
320 W. Freedom Court LA 92865 760-596-1645 09-09523946
(Address of Owner) (Telephone) (Tax Identification Number of Owner)

Disabled Veteran Manager(s) of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

Samuel D. Mullin [Signature] 5/6/19
(Printed Name of DV Manager) (Signature of DV Manager) (Date Signed)